

REMARKS/ARGUMENTS

The applicant would like to acknowledge, with thanks, the Office action mailed on February 9, 2006. This amendment and response are responsive to this office action. Claims 1 and 6 have been amended; claims 3, 8, 11 and 12 have been canceled and claims 19-21 have been added.

REJECTIONS UNDER 35 U.S.C. § 102 and 35 U.S.C. § 103

Claims 1,3, 6, 8, 11 and 12 stand rejected under 35 U.S.C. 102 as being anticipated by U.S. Patent Application Publication No. 2001/0014588 to Ishida (*hereinafter* Ishida). Claims 2 and 7 stand rejected under 35 U.S.C. 103(a) as being obvious based on the combination of Ishida and U.S. Patent No. 6,816,706 to Hohnstein (*hereinafter* Hohnstein). For reasons that will now be set forth, the claims of this application are neither anticipated nor obvious in view of Ishida, Hohnstein, or the combination thereof.

Claims 1, 6 and 19, as they currently stand, recite that communications occur using the first (e.g. adaptive array) antenna and with the second (e.g. omni-directional) antenna concurrently, where the first antenna is used for communicating over a plurality of carriers with an associated client while the second antenna is used for detecting new clients. By contrast, Ishida teaches that the omni-directional signals and array signals are sent separately. Ishida states that “[d]uring an omni transmission/reception, only the radio communication unit 11 operates as described above, and the other radio communication units 21, 31 and 41 stop operating” (Ishida paragraph 42). Thus, Ishida does not teach, suggest or disclose that communications occur using the adaptive array antenna and with the omni-directional antenna concurrently, and in fact teaches away from this element. Moreover, Ishida does not teach suggest or disclose that the omni-directional antenna communicates on one frequency for associating new clients while the adaptive array antenna is used for communicating with a plurality of clients.

The aforementioned deficiency in Ishida is not remedied by any teaching of Hohnstein. The examiner relies on Hohnstein to teach using an adaptive array antenna and an omni-directional antenna for a coverage area. However, Hohnstein, like Ishida, does not teach, suggest or disclose using an omni-directional antenna and an adaptive array antenna concurrently. Moreover, Hohnstein does not teach suggest or disclose that the omni-directional


antenna communicates on one frequency for associating new clients while the adaptive array antenna is used for communicating with a plurality of clients. Therefore, neither Ishida nor Hohnstein, alone or combination, teach, suggest or disclose all of the elements of claims 1, 6 and 19.

Claim 2 depends from claim 1 and therefore contains each and every element of claim 1. Claim 7 depends from claim 6 and therefore contains each and every element of claim 6. Claims 20-21 depend from claim 19 and therefore contains each and every element of claim 1. Therefore, for the reasons already set forth for claims 1, 6 and 19, claims 2, 7 and 20-21 are not anticipated or obvious in view of Ishida, Hohnstein or any combination thereof.

If there are any fees necessitated by the foregoing communication, please charge such fees to our Deposit Account No. 50-0902, referencing our Docket No. 72255-05858.

Respectfully submitted,
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